

# **AACE Annual Meeting Sponsor Terms and Conditions**

#### 1. Purpose

The objective of AACE's Annual Meeting 2026 ("Exposition") is to further American Association of Clinical Endocrinology's ("AACE") objectives by providing a forum through sponsorships and educational sessions. Sponsors are limited to firms, organizations, and agencies whose exhibits and sponsorship are in harmony with the purpose of this Exposition.

#### 2. Location of Exposition

The Exposition will be held at the Caesar's Forum, Las Vegas, NV for the dates of April 22-24, 2026.

Sponsor may not sublet their physical activation space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the sponsoring company, except where such articles are necessary for proper demonstration or operation of the Sponsor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Sponsor may not permit non-sponsoring company representatives to operate from their physical activation space. Any exceptions to use of activation space shall be at the sole discretion of AACE.

#### 3. Occupancy Default

Any Sponsor failing to occupy physical or digital space contracted for shall not be relieved of the obligation to pay the full rental charge of such contracted activation space. If not occupied by the time set for completion of the installation of physical or digital displays, such contracted activation space shall be taken by AACE, and re-allocated or reassigned for such purposes or use at AACE's sole discretion.

#### 4. Eligibility

Eligibility of any Sponsor and/or product for inclusion in the Exposition will be at the sole discretion of AACE. The selling of any products or services without prior approval from AACE is strictly prohibited. All products and services exhibited/presented must be relevant to practicing endocrinologists as determined by AACE. Sponsors guarantee and warrant that their activations will be in compliance with applicable regulations regarding the marketing and advertising of their products. AACE will not be responsible for any losses incurred, including inability to exhibit, for Sponsors that do not have the necessary legal documents in place to sell products or conduct any activities within the space. It is the responsibility of the Sponsor to obtain and file the necessary city and/or state sales permits where required. Sponsor will provide a copy of the documents to AACE prior to the show. The sale of approved products or services does not constitute an endorsement of the product or service by AACE. AACE reserves the right to refuse space to any Sponsor who has failed to fulfill its financial obligations to AACE, and/or whose products or services, in the judgment of AACE, do not meet the educational, scientific or practice needs of AACE's members and attendees.

#### 5. Cancellation or Change of Exposition

In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with for any reason, the Exposition may be canceled or moved to

another appropriate location or changed to solely digital exhibits via a digital meeting, at the sole discretion of AACE. AACE shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cancellation or change of Exposition. Reasons for changes or cancellation of Exposition shall include but are not limited to: fire, casualty, flood, epidemic or pandemic necessitating measures to reduce the spread, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease for any reason, disruptions to/or loss of internet services, for any reason regardless of cause, or other termination by the Caesars Forum, municipal, state or federal laws, act of God or other circumstances beyond the control of AACE unreasonably delaying or making it inadvisable, illegal, or impossible for the Exposition to take place. Should AACE terminate the Exposition pursuant to the provisions of this section, the Sponsor waives claims for damage arising therefrom. In the event AACE determines that the Exposition shall be terminated or canceled for any reason, refunds of "Paid Sponsorship" Fees" will be made upon the sole discretion of AACE. In any case, refunds will not exceed the amount of each Sponsors' paid fees less any prorata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AACE through the date of termination or cancellation.

#### 6. Cancellation by Sponsor

In the event of cancellation for any reason by a Sponsor, AACE shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the Sponsor's contract for the Exposition.

AACE must receive written notification of the cancellation (email is permissible). Date cancellation notice is received by AACE will determine the above assessment charges. In the event of either a full or partial cancellation of sponsorship by Sponsor, AACE reserves the right to reassign sponsorship, regardless of the cancellation assessment. Subsequent reassignment of canceled sponsorship does not relieve the canceling Sponsor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

Downsizing requests for sponsorship packages will be considered same as cancellation (same dates and penalties apply) and will be accommodated if space is available. If a Sponsor does not notify ACCE that they are not coming prior to the show set-up (i.e., no shows), future placement at AACE meetings may be compromised or denied.

#### 7. Payment

Activation space will not be assigned without payment. All activation space, support opportunities, advertising and marketing opportunities, Sponsor directory listings etc. must be paid in full prior to the first day of the Exposition. Sponsors with outstanding balances will not be permitted to access the Exposition. Badges will also be withheld until full payment has been received.

AACE requires payment in accordance with the Sponsors Exposition Contract. Failure to make payments does not release the contracted or financial obligation of Sponsor.

### 8. Limitation of Liability

Sponsor agrees to make no claim for any reason whatsoever against AACE, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to Sponsor, Sponsor's employees, agents, or representatives; nor for any damage of any

nature, including damage to their business for failure to provide activation space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of AACE. The Sponsor is solely responsible for its own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of a Sponsor is in its care, custody, and control in transit to, or from, or within the confines of the AACE Learning Zone. AACE shall bear no responsibility for the safety of the Sponsor, its personnel, employees, agents or representatives or personal property.

#### 9. Sponsor Insurance

Sponsor shall, at its sole cost and expense, procure and maintain through the term of the Sponsors Exposition Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased for the physical event. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name AACE, SPARGO, Inc. (AACE Exposition Management), the Caesars Forum and Freeman (AACE's Official General Services Contractor) as an additional insured. During the term hereof, the Sponsor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of Sponsor's employees engaged in the performance of any work for Sponsor. All property of the Sponsor is understood to remain under its custody and control in transit to and from the confines of the AACE Learning Zone. Proof of such insurance, including a Certificate of Insurance, shall be provided to AACE Exposition Management (SPARGO, Inc.) or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of these Terms and Conditions and the Sponsors Exposition Contract.

# 10. Exhibitor Appointed Contractors (EAC)

Sponsors not using Freeman, for general physical labor must notify AACE Exposition Management (SPARGO, Inc.) of all EAC services 60 days prior to the first day of installation. Official Notification of Intent to use an EAC forms will be in the Sponsor Activation Service Manual. All EAC's are required to provide a Certificate of Insurance and shall include general liability and workers compensation liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name AACE, SPARGO, Inc., Caesars Forum, and Freeman as an additional insured. The Certificate of Insurance should also contain the name of the company that service is being provided to and the activation space number.

EACs must abide by all state and federal regulations. As well as abide by Freeman's rules and onsite guidelines for the use of staging spaces for equipment and personnel service desks. AACE shall have authority to remove an EAC from any staging areas that are not inside its Sponsor's leased activation space.

EACs may not solicit business in the AACE Learning Zone at any time. Sponsor is responsible for the actions of its EAC, and all of the terms and conditions apply to this sub-contractor. Sponsor is fully responsible for coordination of the EAC. AACE reserves the right to prohibit EAC participation at the Exposition.

If the documentation described above is not delivered to Spargo, Inc. by the deadline, or is incomplete or inaccurately executed, the non-official contractor will be denied access to the AACE Learning Zone. Third party companies must also abide by all federal regulations.

### 11. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling physical Sponsor activations shall be those specified by AACE. Sponsor shall be liable for all storage and handling charges resulting from failure to remove activation material from the Exposition before the specified conclusion of the dismantling period set by AACE.

In the event that a Sponsor has not arrived in the AACE Learning Zone by 3:00 p.m. on the last day of move-in and has not been granted pre-approval for late set-up, AACE reserves the right to use this vacant space as it sees fit, with no obligation to issue a refund to Sponsor. Any materials, either in the vacant space or on the loading dock, for that space, will be placed into storage at the Sponsor's expense. The Sponsor is responsible for all fees associated with removing freight from storage. Substitute activation space will be made available at the sole discretion of AACE.

Dismantling and packing of Sponsor activation space will not be permitted before the AACE Learning Zone officially closes. Failure to comply with this regulation will result in the forfeiture of priority points earned at the Exposition. All Sponsor activation space must be completely dismantled and packed, all appropriate shipping paperwork filed at the Exhibitor Services Desk and carriers checked in by 12:00 p.m., the last day of move-out. It is the Sponsor's responsibility to arrange for exhibit material shipment, installation, dismantle and return shipment. Any exhibition materials/freight left on the floor without proper documentation at 12:00 p.m. on the last day of move-out will be shipped via Freeman Transportation at the Sponsor's sole expense.

#### 12. Damage to Property

Sponsor is liable for any damage caused by Sponsor, Sponsor's agents, employees, or representatives to building floors, walls, columns, or to standard activation space equipment, or to other Sponsor's property. Sponsor may not apply paint, lacquer, adhesive or other coatings to building columns, floors, or walls, or to standard activation space equipment.

#### 13. Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of Caesars Forum. Sponsor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

#### 14. Food and Beverage

All food and beverage must be procured through the Caesars Forum Catering Department. The dispensing, distribution, or use of alcoholic beverages in the AACE Learning Zone is prohibited without the express prior approval of AACE. Information on how Sponsors may order catering services from the Caesars Forum Catering Department will be available in the Sponsor Service Manual.

#### 15. Porter Service

To maintain a clean and organized AACE Learning Zone, Sponsors who will be distributing giveaways and providing food and beverage/hospitality in their space must order porter service through Freeman. Porter service is exclusive to Freeman and includes monitoring the AACE Learning Zone to empty wastebaskets and collect empty boxes during show hours. Standard wastebasket emptying does not include removal of empty boxes. Empty boxes may not be placed in the AACE Learning Zone aisles, behind or adjacent to columns, or in trashcans in the AACE Learning Zone during show hours. If a Sponsor does not properly handle empty boxes, Freeman will

remove the boxes at the Sponsor's expense. Information on how Sponsors may order porter service from Freeman will be available in the Sponsor Service Manual.

# 16. Fire Regulations

All participating organizations and their personnel must comply with local, state, and federal fire regulations. All decorating materials, furniture, signs, and equipment must meet local, city, and state fire and public safety regulations. In accordance with the city fire marshal, no empty crates or boxes may be stored in the AACE Learning Zone, under draped tables or behind the pipe and drape. All muslin, velvet, silken, or any other cloth decorations must stand a flameproof test as prescribed by the fire ordinance of the City of Las Vegas, Nevada. Volatile, explosive, or other flammable matter or any substances prohibited by the law or insurance carriers, are not permitted on premises. Sponsor is responsible for arranging for proper disposal of any approved hazardous material/waste. Utility panels, switchgear, fire hose cabinets, standpipes and fire extinguishers must always remain visible and accessible. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. Hazardous waste is considered to be any liquid, material or substance that may cause fire, injury or make the air unsafe to breathe. The following are prohibited:

- Flammable liquids
- Combustibles
- Hazardous material/waste and equipment
- Cooking devices (e.g., microwaves, hot plates, radiant ovens, etc.)
- Anything producing an open flame.

<u>Caesars Forum</u> has established guidelines regarding acceptable Sponsor activation configurations from a safety standpoint. It is the responsibility of each Sponsor to ensure compliance with all Facility Regulations.

# 17. Other Rules and Regulations

All rights and privileges granted to Sponsors are subject to and subordinated to a master lease between AACE and Caesars Forum and its policies, rules, and regulations. This agreement provides a personal right to the Sponsor and creates no interest or estate in Caesars Forum or its equipment or facilities.

Sponsors will comply with all applicable Federal, State, and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights, and trademarks and all rules and regulations of the Caesars Forum. Sponsors will not discriminate against any person on account of race, color, ancestry, religion, national origin, age, gender, sexual preference, sexual orientation, gender identity, marital status, family status, genetic status, pregnancy, parenthood, political affiliation, veteran's status, or any other protected status.

For purposes of these Terms and Conditions the following words have the following meaning: "Caesars Forum" includes and means the Caesars Forum exhibit space and foyer spaces, which is engaged in business as the Caesars Forum, its respective directors, trustees, officers, employees, members, and agents.

"AACE" includes and means the American Association of Clinical Endocrinology (AACE), and its affiliates, directors, officers, employees, agents, members, and contractors. The Terms and Conditions of the AACE Learning Zone may be amended by AACE, and such amendments are hereby made an integral part of and incorporated by reference into the Sponsor Exhibition Contract and shall be deemed to have the identical effect as if set forth in full in the contract. All points not specifically covered are subject to the decision of AACE.

### 18. Photography/Recordings/Broadcasts

AACE will contract an official Annual Meeting photographer to capture all aspects of the meeting. AACE photography will be limited to attendee activity; no Sponsor will deny any reasonable request from AACE and/or the official photographer to take pictures from outside the perimeter of their activation space. No pictorial, visual or audio recording, or broadcasting of any type shall be made in Caesars Forum or any other locations of AACE educational sessions without the prior written approval of AACE Exposition Management and Caesars Forum. Photography and/ or video recording in the AACE Learning Zone is prohibited. Photographing another Sponsor's activation is strictly prohibited. Information on how Sponsors may order services from the official photographer will be available in the Sponsor Service Manual.

#### 19. Gifts/Giveaways/Contests/Drawings

Contests and drawings must be open to all attendees and must be conducted in a professional manner. All Giveaways must be approved in advance by AACE Exposition Management (SPARGO, Inc). All requests must be submitted in the Sponsor Resource Center. An approval form for giveaway items will be available in the Sponsor Service Manual. Sponsors that interact with physicians and other healthcare professionals during the Exposition are asked to review the codes of ethics developed by PhRMA and AdvaMed as well as the Physician Payment Sunshine Act. Ethical practices and industry conduct can differ among companies. It is the responsibility of each company to decide what types of activities are appropriate as they relate to sales and promotional events. Sponsors are solely responsible for any applicable laws and regulations. Any violations of such law and regulations will be deemed breach of these Terms and Conditions and the Sponsor Exhibition Contract. Sponsors are solely responsible for notifying any winners and distributing giveaways. Alcohol is not permitted as a prize. In addition, Sponsor shall indemnify and hold harmless AACE from any claims of improper handling of any contests, lotteries, giveaways, or sweepstakes offered by Sponsor.

AACE retains the right to deny the showcase of inappropriate items and products. AACE reserves the right to require any information it deems necessary to determine the appropriateness of a Sponsor's item or product. Sponsors guarantee and warrant that their activations will be in compliance with applicable regulations regarding the marketing and advertising of their products.

#### 20. Noise, Odors, and Inappropriate Items

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. At no time should music or videos be played at a level that interferes with a neighboring Sponsor's exhibiting activities; it should not exceed 85 decibels. Music, videos, or posters/pictures containing explicit or vulgar language or acts are strictly prohibited. AACE Exposition Management (SPARGO, Inc.) shall have sole discretion in determining what is noisy, obstructive, or objectionable and all requests for compliance shall be strictly adhered to by Sponsors

AACE retains the right to deny the exhibition of inappropriate items and products. AACE reserves the right to require any information it deems necessary to determine the appropriateness of a Sponsor's item or product. Sponsors guarantee and warrant that their activations will be in compliance with applicable regulations regarding the marketing and advertising of their products.

#### 21. Music

Any Sponsors using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. AACE is not responsible for any licensing fees for music played in Sponsor's activation space.

#### 22. Presentation/Demonstrations

Product presentations and demonstrations may occur within the activation space. Sponsors shall be responsible for the safety of all individuals participating in or viewing these activities. AACE assumes no responsibility to monitor these activities but reserves the right to order changes or additional safety precautions or suspend activity in Sponsor's activation space if the activity is deemed unsafe, a disruption to neighboring activation spaces or not in keeping with the professional nature of the meeting or violates AACE policy. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Sponsor's activation space shall be discontinued. Sponsors providing demonstrations must account for spectators in their activation design as attendees cannot block or line up in aisles.

#### 23. Attendance

Admission policies shall remain, at all times, the prerogative of AACE, and may be revised or amended to suit unforeseen conditions.

#### 24. Exposition Age Restriction

No one under the age of 16 is allowed at the Exposition at any time without special permission from AACE Exposition Management (SPARGO, Inc.), including move-in and move-out.

#### 25. Sponsor Personnel

Sponsor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the Sponsor's product or services. Sponsor personnel shall wear Exposition badge identification furnished by AACE at all times while they are in the Exposition. All other employees and representatives of the Sponsor must register as Attendees. AACE reserves the right to restrict or limit the number of Sponsor representatives. All Sponsors must have personnel present in their activation space during show hours.

#### 26. Height and Non-Blocking Regulations

All display construction design must conform to the regulations set forth by AACE Exposition Management. All Sponsor activation final designs must be submitted to AACE Exposition Management (SPARGO, Inc.) by March 23, 2026.

#### 27. Electrical Safety

All wiring on activations or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to activation space construction only and not to pre-wired radio and electronic equipment. Machines and apparatus operated by electricity must be shown as "still" exhibits. Practical demonstrations of x-ray apparatus and accessories or any noisy apparatus of any kind will not be permitted. No objection will be made to the utilization of electricity for illuminating purposes or for operating smaller diagnostic instruments and electrotherapeutic apparatus which do not distract or annoy other Sponsors. All electrical equipment must meet the applicable National Electrical Codes and Hotel requirements. Electrical fixtures and fittings must be UL listed and so marked.

All electrical, plumbing, gas and compressed air services are considered exclusive services and will be provided by our exclusive vendor for all events. Caesars Forum/ Freeman shall have jurisdiction over the installation, operations, maintenance, and repair of all portable electrical wiring and electrical equipment. This includes the installation and removal of overhead electrical signs, trusses, monitors, lights, and free-standing electrical signs. All electrical service, equipment and outlets must be ordered

through the Sponsor Service Manual and Sponsors are subject to their prices and conditions. Complete information will be available three months prior to the show.

#### 28. Use of Space

Displays and demonstrations are limited to the confines of a Sponsor's own activation space, as is the distribution of literature or other items. Solicitation of business or conferences in the interest of business except by sponsoring companies is prohibited. Sponsors are urged to report any violations of this rule to AACE or AACE Exposition Management (SPARGO, Inc.). Canvassing by Sponsor's outside of their activation space is also forbidden.

#### 29. Display

AACE shall have full authority for approval or arrangement and appearance of items displayed. AACE may, at its sole discretion, require replacement, rearrangement, or redecoration of any item or any activation space, and no liability shall attach to AACE for the costs that may evolve upon Sponsor thereby. Sponsors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to Sponsors in adjacent activation spaces. If such surfaces remain unfinished at 3:00 p.m. on the last day of move-in, AACE shall authorize Freeman to affect the necessary finish and the Sponsor must pay all charges involved thereby.

AACE has adopted guidelines for construction as suggested by the International Association of Exhibitions and Events (IAEE) and Healthcare Conventions & Exhibitors Association (HCEA). When designing your Sponsor activation space, please keep in mind the following overall regulations: No activation space may include, or overflow into, an aisle or an activation space occupied by another organization. This includes truss and lighting. No two-story activation spaces will be allowed. No false ceilings will be allowed.

#### In-line and Corners Activation Space:

In-line activation spaces have one side exposed to an aisle and are generally arranged in a straight line.

The back-wall height of an in-line activation space may not exceed eight feet (8') including signs or lighting and no activation space may display an item or feature that exceeds 8' in height.

No exhibit materials in the front portion of the activation space may exceed the height of 4' to maintain clear visibility from one activation space into the next.

Signs or any material hanging above in-line activation spaces is prohibited.

A corner activation space is an in-line activation space exposed to aisles on two sides and are subject to the same rules as in-line activation spaces.

#### Island Sponsor Activation Spaces:

Island activation spaces are 20'x20' or 400 square feet or larger and have aisles on all four sides of the space.

The maximum height of an island activation space is twenty-four feet (24") 30% see-through effect on the portion of the activation space from the floor up to a minimum of eight feet (8') in height is required. Compliance will be determined from all angles. Full use of the area with the island is permitted; however, no part of the space, demonstrations, or Sponsor activities may extend outside the boundaries of the contracted activation space.

Sponsors that have scheduled activities that will draw crowds in their activation space must make available (in contracted space) adequate room for lines. Island Sponsor activation spaces are permitted to hang signs from the ceiling as long as they do not exceed twenty-four feet (24') in height from the floor to the top and the bottom of the sign can be hung no lower than sixteen feet (16'). It may not exceed the perimeter of assigned activation space. Renderings of islands must be submitted through the Sponsor

Resource Center for approval. If renderings are not submitted, AACE Exposition Management (SPARGO, Inc.) reserves the right to prohibit construction of the activation space. In this circumstance AACE is under no obligation to provide a refund or any other type of restitution.

Renderings should include vehicle staging, any audio-visual systems, enclosed spaces, hanging signs, rigging components and must be to scale. If there are any changes to the design after approval is granted a new rendering must be submitted for approval by March 23, 2026. Islands are subject to onsite inspections and any required modification must be made prior to the AACE Learning Zone opening and will be at the expense of the Sponsor. Activation Space carpet is required.

### 30. Floor Plan – Sponsor Activation Space

The Exposition floor plan provided in the prospectus, online and/or in the Sales Office onsite is accurate at the time of publication. AACE reserves the right to modify the floor plan as needed.

#### 31. Security

Security guards will be provided in the AACE Learning Zone around-the-clock during the entire sponsoring period including move-in and move-out. Sponsors are strongly urged to secure valuables nightly or take them to their hotel rooms. AACE, Caesars Forum and the AACE Exposition Management (SPARGO, Inc.) will not be responsible for lost, damaged or stolen items. Information on how Sponsors may order additional security services from the official security service provider will be available in the Sponsor Service Manual.

# 32. Use of AACE and AACE's Annual Meeting Name and Logo

The ACE, AACE and AACE's Annual Meeting 2026 names, logos and/or other identifying marks of the American Association of Clinical Endocrinology may not be used in advertising or promotion in any media-before, during or after the meeting without prior AACE approval. The meeting logo may not be used in signs, advertising, or promotion in any media.

#### 33. Sponsor Representative's Responsibility

Neither AACE, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to Sponsor or to Sponsor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing the Sponsor Exposition Contract, Sponsor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless AACE, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of Sponsor, Sponsor's agents, employees, or representatives.

#### 34. Waiver of Rights

Any rights of AACE under these Terms and Conditions shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of AACE.

#### 35. Relocation and Floor Plan Revisions

AACE retains the exclusive right and sole discretion to revise the Exposition floor plan and/or move assigned Sponsors, as necessary.

#### 36. Americans with Disabilities Act

Sponsors shall be responsible for compliance with the Americans with Disabilities Act of 1992 regarding their activation space, including, but not limited to wheelchair access. Further information regarding ADA compliance is available via phone at 800-514-0301 or at www.usdoj.gov/crt/ada/infoline.htm.

#### 37. Amendment and Addition Rules

Any matters not specifically covered by the preceding terms and conditions shall be subject solely to the decision of AACE. AACE may, at any time, amend or add further terms and conditions, and all amendments made shall be binding on Sponsor equally with the foregoing terms and conditions.

#### 38. Agreement to Rules

Sponsor, for itself, his/her or its personnel, employees, agents, or representatives, agrees to abide by the foregoing terms and conditions and those provided and contained in the Sponsor Exhibition Contract, and by any amendments and additional terms and conditions that may be put into effect by AACE.

# 39. Letters of Agreement / Sponsorship Agreements

If Sponsor requires a Letter of Agreement, Sponsorship Agreement, or any other additional contract or agreement beyond the AACE APPLICATION AND CONTRACT FOR SPONSORSHIP, Sponsor's agreement must be submitted with the signed AACE Application. Agreement terms must be signed by both parties no later than 90 days prior to AACE's Annual Meeting2026. Terms of the AACE Annual Meeting Sponsor Terms & Conditions supersede the terms of any Sponsor agreement.

#### 40. If applicable, Use of registration list for post event direct mail.

Only attendees who have expressly opted in to receive Sponsor communications will be included.

Sponsor agrees to use the mailing list solely for the following purpose:

 One-time marketing or informational outreach directly related to the event or the Sponsor's relevant products/services.

Any other use, including but not limited to resale, sharing, or transferring the list to third parties, is strictly prohibited. Organizer reserves the right to revoke access to the mailing list at any time if the Sponsor is found to be in violation of these terms.

#### 41. If applicable, use of registration list for email communication

Only attendees who have expressly opted in to receive Sponsor communications will be included.

Sponsor agrees to use the regitration list solely for the following purpose:

One-time marketing or informational outreach directly related to the event or the Sponsor's

relevant products/services.

Any other use, including but not limited to resale, sharing, or transferring the list to third parties, is strictly prohibited. Organizer reserves the right to revoke access to the registration list at any time if the Sponsor is found to be in violation of these terms.

# 42. If applicable, Sponsors hosting a Product Theater, Satellite Symposia, and other educational sponsorships, shall ensure that all presentation content:

- Is accurate, professional, and appropriate for the audience.
- Does not contain offensive, discriminatory, or unlawful material.
- Complies with applicable laws and regulations, including copyright and data privacy.

The presentation may include reference to the Sponsor's products or services, but overt commercial promotion or sales pitches must be limited and aligned with the educational or informative purpose of the Exposition. AACE may record the Sponsor's presentation (video, audio, and/or written transcripts) for use in post-event marketing, distribution to attendees, or archival purposes.

## 43. If applicable, bag insert sponsorship:

All Inserts must be submitted to AACE for approval. Inserts must not contain offensive, discriminatory, or misleading content. The Organizer reserves the right to reject any material at its sole discretion.

Inserts must conform to the following specifications:

Maximum dimensions: 8.5"x11"

Maximum weight: 3oz

• Format: [flyer, brochure, small product sample, etc.]

Any deviation from the specifications must be pre-approved by AACE in writing. Sponsor is responsible for providing the recommended number of the approved Insert. Inserts must be delivered to the address provided by the deadline provided. The Sponsor is responsible for all shipping and handling costs, including any customs or import duties.